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& HARRIS

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JUN 17 3 17 PM '99

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June 14, 1999

*Writer's Direct Dial*  
**202.639.7501**

Mr. Xavier K. McDonnell, Esq.  
Federal Election Commission  
999 E Street, NW  
Washington, DC 20463

**RE: MUR 4721**  
**Didrickson for U.S. Senate and**  
**Tom Hughes, Treasurer**

Dear Xavier:

Attached please find a final copy of Loleta Didrickson's Answers to Follow Up Questions and Additional Interrogatories, with full attachments and an original, notarized signature page. A copy of her answers only were faxed to you last Friday, June 11.

Please contact me at (202) 639-7501 if you have any questions.

Thank you.

Sincerely,



Edward P. Faberman

Attachment

RECEIVED  
FEDERAL ELECTION  
COMMISSION

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BEFORE THE  
FEDERAL ELECTION COMMISSION  
Washington, D.C.

In the Matter of

Didrickson for U.S. Senate  
Tom Hughes, Treasurer

MUR 4721

**ANSWERS TO INTERROGATORIES**

**Answers to Follow up Questions and Additional Interrogatories**

**Question 2 (f)** In response to the request for "all persons involved in negotiating and executing the agreement for the use of the bus, please identify any persons from the bus company who were involved in the negotiations.

Response: Frances Ferrone of Chicago Sightseeing Company d/b/a American Sightseeing Company (CSC), was involved in the negotiations.

**Question 7(a)** Provide the dates and locations of the "out-of-town trip".

Response:

The bus trip was three days and two nights. The bus left Chicago on November 5<sup>th</sup>, traveling to Springfield, and on to other points south, and stopping in Carbondale for the night. The hotel bill for the night of the 5<sup>th</sup> was paid on the following morning, November 6<sup>th</sup>. The second day we traveled from Carbondale to Rockford, overnighing in Rockford on the night of November 6<sup>th</sup>. This hotel bill was paid the following morning, November 7<sup>th</sup>. On November 7, the bus returned to Chicago.

Copies of hotel bills for November 6 at the Holiday Inn and November 7 at the Marriott Courtyard are attached as Exhibit 1.

**Question 7(b)** In many locales, it is customary to provide a gratuity to tour bus drivers. Please clarify whether this was done and, if so, state the amount of the gratuity, identify person who paid the gratuity and whether the amount was reported by the campaign.

Response: No gratuity was provided to the bus driver.

The campaign paid for the hotel rooms of the bus driver, Jesse Maggitt, for the nights of November 5<sup>th</sup> and 6<sup>th</sup>, 1999. (Please see Exhibit 1.)

In our Answers to Interrogatories submitted on May 5, 1999, we included a hotel bill for November 3, at the Springfield Best Inns. (Please refer to Attachment 4 in the May 5, 1999 submission.) The campaign paid for a hotel room for the bus driver, Jesse Maggitt, at Springfield Best Inns, for the night of November 3 for his trip from Chicago to Springfield. The bus was driven to Springfield so it could be shrink wrapped for the bus trip on November 5<sup>th</sup>. Maggitt returned to Chicago on November 4<sup>th</sup>, 1999.

**Question 7(c)** Please clarify whether the campaign or its former personnel has any other documentation related to the arrangements with the bus company, notes or memos (note that documents stored on computer are covered by this and all other requests).

Please refer to Exhibit 1. The campaign does not have any additional notes or memos documenting the arrangement with the bus company.

**Question 8(c)** "Explain why the invoice was not sent and/or received from you until February of 1998." You answered Not Applicable. This question is applicable if you answered 7(b) affirmatively, which you did. Please provide some explanation as to why an invoice as not sent and/or received until February.

The bus company mistakenly sent the original invoice to my address at the Illinois Office of the Comptroller (where I served as Comptroller) instead of to the campaign office. The bus company sent a second invoice to the correct address at the campaign office, which was received in February 1998.

**Question 10** Your response does not identify any of the bus companies that were contacted by the campaign. As you indicated, some campaign personnel had prior experience with bus companies, they should recall other companies contacted. If not, please state so. Please provide any notes (even internal notes) related to discussions with the bus companies about

**terms and conditions. Please clarify whether any such documents were in the possession of the campaign or its former personnel.**

Response: Mr. Kent Gray of the campaign staff solicited two bids from bus companies, one in Mt. Vernon, IL and one in Springfield, IL. Both bids were obtained prior to getting a bid from CSC. Marie O' Brien was responsible for getting a bid from CSC. CSC was chosen because it was the best located, most economical and most reputable of the bus companies. No notes were taken regarding prices and dates.

**Question 11 The copies of invoices from Ushman Communications that we received are illegible. If you have legible copies in your possession, please provide that to us. Do you possess invoices or other documentation from Duchossois, Inc.**

Response: Please see Exhibit 2 for a copy of the Ushman Communications Invoice.

The following reflects the balance due to Duchossois Industries:

Recorded in my FEC filing, 11/18/97:

Aircraft procured by Duchossois Industries	
from Jet Aviation:	\$2,273.65
(Plane used November 5, 1997)	

(The invoice from Duchossois Industries is attached as Exhibit 3.)

Recorded in my FEC filing, 12/9/97:

Duchossois aircraft used for Senator Bob Dole's	
transport from Washington to Chicago for	
fundraiser:	\$1,530.00
Ground transport for Senator Dole,	
Due Duchossois Ind.:	<u>\$ 233.50</u>

(A letter referencing the balance of \$1,530.00 from Duchossois Industries is attached as Exhibit 4.)

Subtotal for 12/9/97 entry:	<u>\$1,763.50</u>
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Total outstanding debt due Duchossois Industries:	\$4,037.15
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## Additional Interrogatories

### Question 12

**12(a) The documents produced and responses leave unclear how the campaign's accountants inadvertently omitted approximately \$49,000 in debt. Please provide further information as to how this error occurred.**

Please refer to Joel Herter's signed statement of February 10, 1998, attached hereto as Exhibit 5, and Mary McCann's written statement which was submitted to the FEC. All bills received were compiled weekly with a cover memo itemizing outstanding obligations. This was submitted to Jim Reimer, who would review the bills with me in order to identify which bills required immediate payment and which bills could be paid later. We would forward the package of reviewed bills to Mary McCann, who was hired by the accounting firm. Mary McCann did not include all of the bills that were submitted. Upon discovery of this error, an amendment was immediately filed within 10 days.

**12(b) The document request sought all documents that related to the "failure to initially report" the \$49,000 debt. Please provide any other documentation that relates to or might explain the error.**

Other than Joel Herter's signed statement and Mary McCann's written statement to the FEC, we have no further documents or explanation as to why some bills were not included.

### Question 13

**State why the written agreement contains the date January 4, 1998 (why that date was chosen), state when the written agreement was sent or faxed to the bus company and returned to the campaign and when the written agreement was actually signed by the parties (whether earlier or later than January 4, 1998). If the written agreement was not signed until January or February of 1998 (or later), explain the delay in executing an agreement first made in November of 1997.**

#### Response :

The date January 4, 1998 was the date that the agreement was signed by the campaign's Jim Reimer and sent to Frances Ferrone of CSC. Ferrone signed the agreement on January 4, 1998.

Because the written agreement only reaffirmed the terms of the oral agreement that was made between campaign and CSC in January 1998, we did not consider the execution of the written agreement as delayed.

I, Loleta Didrickson, hereby swear and affirm that the foregoing responses to interrogatories are true and correct to the best of my knowledge and belief.

6.10.99

Date

Loleta Didrickson  
Loleta Didrickson

Karen H Ross  
NOTARY

